

## General terms of use

This is a translation of the Dutch Terms of Use into English. Dutch law applies. The following regulates the terms and conditions of use of the booking platform ferienhaus-tirol.eu (hereinafter: platform).

### § 1 General

The operator of the platform ferienhaus-tirol.eu is VidaVilla.com B.V. | Ferienhaus-Tirol.eu  
Dr. Nuyensstraat 86, 1617 KE Westwoud, The Netherlands.

On the platform, holiday homes, holiday flats and other comparable objects (hereinafter: offers) of various providers are presented for accommodation purposes exclusively in the leisure sector. The platform itself does not make any offers available.

End users (hereinafter: users) can select offers via the platform and submit a booking request to the providers via the platform.

The platform acts merely as an intermediary. Contracts are concluded exclusively between the provider and the user.

### § 2 Scope of application

a. The following terms of use apply to the use of the platform in the version valid at the time the website is accessed. Any deviating terms and conditions of the user shall not be recognised unless the platform operator has expressly agreed to their validity.

b. The offer of the platform is exclusively directed at consumers who have reached the age of 18. Bookings by minors are invalid.

c. A consumer is any natural person who enters into a legal transaction for purposes that are predominantly neither commercial nor self-employed and who is of legal age (over 18 years of age).

### § 3 Services

a. As a technical service provider, ferienhaus-tirol.eu provides the platform on which providers can post their offers and users can search for offers.

b. Providers place their offers on the platform in accordance with the cooperation and licence agreements. Providers can independently post pictures, prices and other information about the offer and are responsible for the completeness and correctness of the information.

c. The platform provides users with various search and filter functions to assist users in their search and to find suitable offers. Offers from private providers are displayed first, followed by the holiday accommodation of the provider with the largest offer.

followed by the offers of the provider with the next largest offer.

d. The use of the platform is free of charge for users. Providers pay a commission when a contract is concluded. In the case of a booking of a private holiday home, the settlement between the platform operator and the provider takes place via an advertisement fee.

e. The platform is not a contractual partner in the conclusion of a booking and is not a contractual party between the user and the provider. In no case does a travel contract or a comparable type of contract come into being.

f. The use of the platform is free of charge for users.

g. In the event of maintenance work or similar, access to the website may be temporarily deactivated or restricted.

### § 4 Booking and payment

a. After a successful search, an offer can be selected. The platform offers the possibility to display the availability of an object and to select a desired period. After the selection, the price for the

booking of the selected object is displayed. The user enters his/her personal data and can check the booking before sending the booking request.

b. The booking request is sent to the provider. Confirmation of receipt of the booking is sent together with acceptance of the booking immediately after sending by an automated e-mail from the provider. The booking contract is subject to the contractual terms and conditions provided by the provider in the offer in the version valid at the time of booking; this also applies in particular to the user's right of cancellation and withdrawal. By sending the booking, the user agrees to the contractual conditions of the provider. Users are responsible for the correctness of the e-mail address provided. The platform is not liable for damages resulting from the provision of an incorrect email address by users.

c. The confirmation email contains all booking details and payment information. Payment of the rental price can be made via the payment options provided by the provider.

d. Payments are made directly to the provider. No payments will be made via the platform.

e. The platform is not a contractual partner when concluding a booking and does not become a contractual party between the user and the provider. The platform cannot provide any information on concluded booking contracts.

## **§ 5 Prices**

a. Prices are quoted in euros. The prices quoted by the Provider are final prices and include the applicable statutory value-added tax and any ancillary costs. Consumption-dependent ancillary costs may be invoiced separately. Additional costs, such as tourist tax (local or visitor's tax) may be incurred, which are to be borne by the user. The provider alone is responsible for the correct presentation of the prices.

b. In principle, the average prices per night are displayed for the object during the search. The prices per night differ depending on the period and number of persons. After selecting a booking period, the rental price is shown for the selected booking period.

c. Providers may update the prices shown on the platform on a daily basis. Users are not entitled to a previous, lower price.

d. The platform does not guarantee the accuracy of the prices.

## **§ 6 Duties of the users**

a. Users are obliged to check all details for correctness and completeness before completing a booking. Users are liable for the correctness of their own information.

b. Users are obliged to check the correctness of the prices and other information after receiving the confirmation e-mail from the provider. In case of discrepancies, users must inform the provider immediately, at the latest 3 days after receipt of the confirmation.

## **§ 7 Cancellations**

Cancellations can only be made with the provider himself and only according to the contractual conditions that were in force at the time of the conclusion of the booking contract. Under no circumstances will the platform accept cancellations or be obliged to refund deposits.

## **§ 8 Complaint of defects**

a. Complaints about defects are to be addressed directly to the provider. Users must note that defects must be reported to the provider immediately, setting a deadline for the elimination of the defect(s).

b. The platform cannot accept complaints about defects, is not liable for them and is not responsible for their rectification.

c. Any claims for reduction of the booking price can only be asserted against the provider.

## **§ 9 Warranty claims**

Warranty claims can only be asserted against the provider.

## **§ 10 Liability**

- a. Claims of the user for damages are excluded. Excluded from this are claims for damages by the user arising from injury to life, limb or health or from the breach of essential contractual obligations (cardinal obligations) as well as liability for other damages based on an intentional or grossly negligent breach of duty by the platform operator or its legal representatives or vicarious agents.
- b. The providers are responsible for the accuracy of the representations and details of the offers posted on the platform. The platform operator has no influence on the information and details of the offers and is therefore not liable for their correctness and completeness.

## **§ 11 Force Majeure Clause**

- a. In the event of force majeure, the platform operator cannot guarantee the proper functioning of the platform.
- b. Force majeure includes all unforeseeable events which - insofar as they could have been foreseen - are beyond the control of the provider or the participant. Such events include: Natural disasters such as floods, storm surges, hurricanes and other severe weather on the scale of a catastrophe, earthquakes, lightning, avalanches and landslides, fire, epidemics, pandemics, epidemics and infectious diseases (insofar as they have been declared by the WHO or a public-law organisation and have been classified at a danger level of at least "moderate"), war or warlike conditions, civil unrest, military or illegal seizure of power, official or government orders, strikes and lock-outs, fire, explosive ordnance disposal or similar events.
- c. if such an event occurs, the functioning of the platform may be restricted or fail due to external circumstances. Claims against the platform operator due to faulty transmission of bookings shall not lead to claims for damages against the operator for the duration of the event. Users are obliged to inform the platform operator immediately, at the latest however after 14 days, about the faulty transmission of the booking if the users wish to insist on the booking. This information must be provided in writing by e-mail or letter, in any case in a manner that ensures that the platform operator receives the information letter.
- d. upon receipt of the information about the incorrect or failed booking, the platform operator shall contact the supplier in order to transmit the booking. However, due to unforeseeable events, he cannot guarantee that the provider will accept the booking or that the offered object will be available on the booking date.
- e. Both parties, the operator of the booking platform and User:in, undertake to do everything in their power to reach an amicable settlement.

## **§ 12 Right of revocation**

A right of revocation can only be asserted against the providers in accordance with the legal provisions applicable at the time of conclusion of the contract. In principle, booking contracts for hotel rooms or similar accommodation are exempt from the right of withdrawal for a certain period of time. You can find more information on your right of withdrawal under the right of withdrawal.

## **§ 13 Information on data processing**

Data protection is particularly important to us. Therefore, you will find our detailed privacy policy separately on our homepage.

## **§ 14 Code of Conduct**

The platform operator has submitted to the test criteria of Geprüfter Webshop, which can be viewed on the Internet at [https://www.gepruefter-webshop.de/files/6815/2724/8502/Prüfkriterien\\_Stand\\_05.2018.pdf](https://www.gepruefter-webshop.de/files/6815/2724/8502/Prüfkriterien_Stand_05.2018.pdf).

### **§ 15 Dispute resolution procedure (if the customer is a consumer)**

The EU Commission has created an internet platform for online dispute resolution. The platform serves as a contact point for the out-of-court settlement of disputes concerning contractual obligations arising from online purchase or service contracts. More information is available at the following link: <https://ec.europa.eu/consumers/odr>.

The Seller is neither obliged nor willing to participate in a dispute resolution procedure before a consumer arbitration board.

### **§ 16 Final provisions**

a. The use of the platform shall be governed by Dutch law to the exclusion of the UN Convention on Contracts for the International Sale of Goods. If the user is domiciled abroad, mandatory provisions or the protection granted by judicial law of the respective country of domicile shall remain in force and shall apply accordingly.

b. If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from contractual relationships between the customer and the provider shall be the registered office of the platform operator.

c. The platform operator is entitled to change the terms of use at any time.

d. The text of the contract is available in German, English and Dutch.

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